

JAN 10 '08

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January 9, 2007

SURFACE TRANSPORTATION BOARD

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Via Overnight (Next Business Day) Delivery

Ms. Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001
Attn: Office of Recordations



Dear Acting Secretary Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are an original and two (2) copies of a Memorandum of Loan and Security Agreement, dated as of December 20, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents, and an original and two (2) copies of the following secondary document related thereto: Memorandum of Assignment of Rents and Lessor's Interest in Leases, dated as of December 20, 2007.

The names and addresses of the parties to the enclosed documents are:

Primary: Memorandum of Loan and Security Agreement

Debtor: ALF P-III, Inc.
70 West Madison Street
Suite 2080
Chicago, Illinois 60602

Secured Party: Fifth Third Bank (Chicago)
222 South Riverside Plaza
32nd Floor
Chicago, Illinois 60606

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Secondary: Memorandum of Assignment of Rents and
Lessor's Interest in Leases

Assignor:	ALF P-III, Inc. 70 West Madison Street Suite 2080 Chicago, Illinois 60602
Assignee:	Fifth Third Bank (Chicago) 222 South Riverside Plaza 32 nd Floor Chicago, Illinois 60606

A description of the railroad equipment is included as Exhibit A to each of the documents. Included in the property covered by the aforesaid Loan and Security Agreement are rolling stock and equipment intended for use and related to interstate commerce, and includes rolling stock or equipment acquired by Debtors or its or their successors **after the date** of the Loan and Security Agreement.

Also enclosed is a check in the amount of \$70.00 payable to the order of the Surface Transportation Board covering the required recordation fees.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Respectfully submitted,



Myles L. Tobin
Attorney for Secured Party

Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT

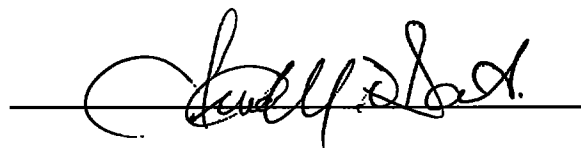
THIS MEMORANDUM OF LOAN AND SECURITY AGREEMENT (the "Memorandum") dated as of December 20, 2007, is made by and between Fifth Third Bank (Chicago), a Michigan banking corporation, 222 South Riverside Plaza, 32nd Floor, Chicago, Illinois 60606, (the "Bank"), and ALF P-III, Inc., an Illinois corporation, with its chief executive office and principal place of business at 70 West Madison, Suite 2080, Chicago, Illinois 60602 (the "Borrowers").

WHEREAS, Borrowers and Bank are parties to that certain Loan and Security Agreement ("Loan Agreement"), dated as of December 20, 2007;

1. ACCORDINGLY, pursuant to the terms of the Loan Agreement (as the same may be amended and/or restated from time to time), and to secure the payment and performance of any and all of Borrowers' obligations to the Bank, Borrowers granted to the Bank a continuing, first priority security interest in and to, and chattel mortgage lien on, all of the Borrowers' right, title and interest in and to Rolling Stock ("Collateral") more specifically identified on Exhibit A, and any Collateral acquired by Borrowers subsequent to December 20, 2007, to have and to hold all and every part of the Collateral unto the Bank, its successors and assigns, for its and their own use and benefit forever.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

WITNESS:



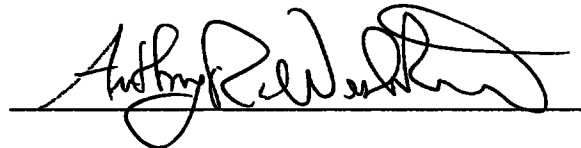
ALF P-III, INC., an Illinois Corporation

By: 

Name: Vincent A. Kolbe

Title: Sole Director

WITNESS:



FIFTH THIRD BANK (CHICAGO), a
Michigan Banking Corporation

By: 

Title: Craig Schuth
Vice President
Fifth Third Bank

EXHIBIT A

ROLLING STOCK:

RAIL TEX, INC. LOCOMOTIVES (LEASE NO. 0104028-001, EXPIRING DECEMBER 31, 2011)

- 1 EMD GP38-2 Number CEF 3880
- 2 EMD GP38-2 Number CEF 3881
- 3 EMD GP38-2 Number CEF 3882
- 4 EMD GP38-2 Number CEF 3883
- 5 EMD GP38-2 Number CEF 3884
- 6 EMD GP38-2 Number CEF 3885
- 7 EMD GP38-2 Number CEF 3886
- 8 EMD GP38-2 Number CEF 3887
- 9 EMD GP38-2 Number CEF 3888
- 10 EMD GP38-2 Number CEF 3889

RAIL TEX, INC. ROLLING STOCK (LEASE NO. 0103025-001, EXPIRING JANUARY 31, 2011)

- 1 GP-9 Number 1463
- 2 GP-9 Number 1483
- 3 GP-9 Number 1484
- 4 GP-38 Number 3869
- 5 GP-10 Number 1001
- 6 GP-10 Number 1002
- 7 GP-38-2 Number 3865
- 8 GP-38-2 Number 3866
- 9 GP-38-2 Number 3867
- 10 GP-38-2 Number 3868
- 11 GP-38 Number 3890
- 12 GP-38 Number 3891
- 13 GP-20 Number 2037
- 14 GP-20 Number 2036

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 20th day of December, 2007, before me, a Notary Public of the County and State aforesaid, personally appeared Vincent Kolbe to me personally known, who being by me duly sworn, says that he is the Vice President of ALF P-III, Inc., an Illinois corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



[Signature]
Notary Public

My Commission Expires:

2/26/11

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 20th day of December, 2007, before me, a Notary Public of the County and State aforesaid, personally appeared CRAIG SCHUTH to me personally known, who being by me duly sworn, says that he is the Vice President of Fifth Third Bank (Chicago), a Michigan banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



[Signature]
Notary Public

My Commission Expires:

03/12/2008